

# **ALTA FORM 2 TRUTH IN LENDING**

### **ENDORSEMENT**

Attached to Policy No. \_\_\_\_\_

# **Issued By**

# First American Title Insurance Company

The Company hereby insures the Insured against loss or damage which the Insured shall sustain by reason of

any final judgment of a court of competent jurisdiction that either the lien of the insured mortgage has been terminated or the title of the Insured who has acquired all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, has been defeated by a valid exercise of the right of rescission conferred by the Federal Truth-in-Lending Act and that the right or rights of rescission existed because neither the credit transaction evidenced by the insured mortgage nor the right of rescission thereof was exempted or excepted by the provisions of Regulation Z (12 CFR 226).

The total liability of the Company under the policy and any endorsements therein shall not exceed, in the aggregate, the face amount of the policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

First American	Title Insurance Compan	v
Date:	· · · · · · · · · · · · · · · · · · ·	
[Witness clause o	pptionalj	

# **Authorized Signatory**

ALTA Form 2

F.A. Form 33

CLTA Form 125





# ALTA FORM 3 ZONING - UNIMPROVED LAND

### **ENDORSEMENT**

Attached to Policy No.

# Issued By

# First American Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:

- 1. According to applicable zoning ordinances and amendments thereto, the land is classified Zone
- 2. The following use or uses are allowed under that classification subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses:

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damagesustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

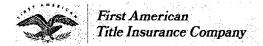
This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Witness clause of	optionalj	
Date:		
First American	Title Insurance	Company

**Authorized Signatory** 

CLTA Form 123.1





# ALTA FORM 3.1 ZONING - IMPROVED LAND

## **ENDORSEMENT**

Attached to	Policy No.	
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# **Issued By**

# First American Title Insurance Company

- 1. The Company insures the Insured against loss or damage sustained by reason of any incorrectness in the assurance that, at Date of Policy:
  - a. According to applicable zoning ordinances and amendments thereto, the land is classified Zone
  - b. The following use or uses are allowed under that classification subject to compliance with any conditions, restrictions, or requirements contained in the zoning ordinances and amendments thereto, including but not limited to the securing of necessary consents or authorizations as a prerequisite to the use or uses:
- 2. The Company further insures against loss or damage arising from a final decree of a court of competent jurisdiction
  - a. prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b); or
  - b. requiring the removal or alteration of the structure on the basis that, at Date of Policy, the ordinances and amendments thereto have been violated with respect to any of the following matters:
    - i. Area, width or depth of the land as a building site for the structure;
    - Floor space area of the structure;
    - iii. Setback of the structure from the property lines of the land; or
    - iv. Height of the structure.

There shall be no liability under this endorsement based on the invalidity of the ordinances and amendments thereto until after a final decree of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

Loss or damage as to the matters insured against by this endorsement shall not include loss or damage sustained or incurred by reason of the refusal of any person to purchase, lease or lend money on the estate or interest covered by this policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is





inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]		
Date:		
First American Title Insurance Company		

# **Authorized Signatory**

CLTA Form 123.2

ALTA Form 3.1

(Zoning-completed structure)



# **ALTA FORM 4 CONDOMINIUM**

## **ENDORSEMENT**

<b>Attached</b>	to	<b>Policy</b>	No.	
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# **Issued By**

# First American Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of:

- 1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
- 2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
- 3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
- 4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured mortgage identified in Schedule A.
- 5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
- 6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
- 7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at date of policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[vvitnes	s clause optional]
Date: _	
First A	merican Title Insurance Compan





# ALTA FORM 4.1 CONDOMINIUM

### **ENDORSEMENT**

Attached to Policy No. \_\_\_\_\_

# Issued By

# First American Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of:

- 1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the jurisdiction in which the unit and its common elements are located.
- 2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
- 3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are contained in the condominium documents, exceptivolations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
- 4. Any charges or assessments provided for in the condominium statutes and condominium documents due and unpaid at Date of Policy.
- 5. The failure of the unit and its common elements to be entitled by law to be assessed for real property taxes as a separate parcel.
- 6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachment of the common elements upon any unit or of any unit upon the common elements or another unit.
- 7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]	
Date:	
First American Title Insurance Company	/





# **ALTA FORM 5 PLANNED UNIT DEVELOPMENT**

### **ENDORSEMENT**

<b>Attached</b>	to	<b>Policy</b>	No.	
		_		

# Issued By

# First American Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of:

- Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
- 2. The priority of any lien for charges and assessments at Date of Policy in favor of any association of homeowners which are provided for in any document referred to in Schedule B over the lien of any insured mortgage identified in Schedule A.
- 3. The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
- 4. The failure of title by reason of a right of first refusal to purchase the land which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

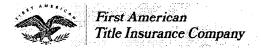
[Witness clause optional]	
Date:	
First American Title Insurance Company	

# **Authorized Signatory**

F.A. Form 18

CLTA Form 115.2 (Rev. 3/27/92)

ALTA Form 5



### **ALTA FORM 5.1 PLANNED UNIT DEVELOPMENT**

## **ENDORSEMENT**

Attached	to	Policy	No.	

## Issued By

# First American Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of:

- 1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
- 2. Any charges or assessments in favor of any association of homeowners which are provided for in any document referred to in Schedule B due and unpaid at Date of Policy.
- 3. The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
- 4. The failure of title by reason of a right of first refusal to purchase the land which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

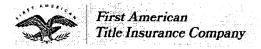
[Witne	ss clause o	optional]	
Date:	<del></del>		
First	American	Title Insurance	Company

**Authorized Signatory** 

ALTA Form 5.1

(Planned Unit Development) (10/17/92)





# **ALTA FORM 6 VARIABLE RATE**

## **ENDORSEMENT**

Attached t	lo Policy	No
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## Issued By

# First American Title Insurance Company

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

- 1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
- 2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon

- a. usury, or
- b. any consumer credit protection or truth in lending law.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause optional]
Date:
First American Title Insurance Compan

**Authorized Signatory** 

CLTA Form 111.5

ALTA Form 6



# ALTA FORM 6.1 VARIABLE RATE, REGULATIONS

## **ENDORSEMENT**

Attached to Policy No.	_
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## **Issued By**

# First American Title Insurance Company

The Company insures the owner of the indebtedness insured by the insured mortgage against loss or damage sustained by reason of:

- 1. The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
- 2. Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in thisendorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage by reason of the failure of the insured to comply with the following statutes or regulations concerning variable rate mortgages:

This endorsement does not insure against loss or damage based upon (a) usury, or (b) any consumer credit protection or truth in lending law.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Witness clause optional]	
Date:	
First American Title Insurance Compa	nv

### **Authorized Signatory**

CLTA Form 111.6

ALTA Form 6.1 (Variable Rate Mortgage-regulations), (revised 9/27/86, effective 6/1/87)